Permit #F00160433

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00160433 **Type of Permit:** FILMING **Release Date:** 01/13/2020

Production Company	LULAROE LLC & LLR
Insured Company Name	LULAROE LLC & LLR
Contact Phone No. 1	714-494-3308
Contact Phone No. 2	
Fax	
Address	1375 SAMPSON AVE CORONA, California 92879
Production Title	VALENTINE'S DAY 2019
Type of Production	Commercial - Internet

Producer	Katelynn Meaders
Director	Jason Shelton
1st AD	Summer Deforest
Production Manager	Harrison Shultz
FilmL.A. Coordinator	CJ Leavens
Location Manager	Katelynn Meaders
Primary Phone	Mobile - 951-741-1962
Secondary Phone	
Location Assistant	Valerie Uribie
Primary Phone	Mobile - 951-452-2183
Secondary Phone	

Fees

Notification Charge	$173.00	**Total Permit Fee**	$872.00
FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$699.00	**Number of Locations**	4

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Summary Information — Location

Permit Number F00160433
Production Company LULAROE LLC & LLR
Insured Company LULAROE LLC & LLR
Production Title VALENTINE'S DAY 2019

Location Manager Katelynn Meaders
Primary Phone Mobile - 951-741-1962
Secondary Phone

This location has been CANCELED

Location Address 380 Santa Monica Pier, Santa Monica, CA, 90401

Location Name SANTA MONICA PIER - PACIFIC PARK

Location Type Amusement Park

Location Description ***SANTA MONICA BEACH SUMMER RESTRICTIONS: MEMORIAL DAY WEEKEND - LABOR DAY WEEKEND***
*No filming at the beach on weekends - still and motion
*The bike path cannot be used for filming from Memorial Day weekend through Labor Day weekend.
*Filming on Ocean Front Walk will be permitted on a case-by-case basis, discuss with Debbie Braley prior to sending permit.
*Filming is not allowed on beaches or beach parking lots on Memorial Day, July 4th or Labor Day weekends.

Film Dates 1/14/2020 - 1/14/2020 07:00 - 18:00 1 day

Open or Closed to the Public Open

Generic Conditions **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Please see attached documents Pier Weight limits.pdf
NO SIGNAGE IN SANTA MONICA.pdf
Guidelines for Use of Parking Lots in the City of Santa Monica.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	15
Motor Homes	2
Trailers	1
Vans	1

Personnel on Location

Type	Quantity
Cast	15
Crew	15

Filming Activities Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** City of Santa Monica **Police:** Santa Monica Police Department **Fire:** Santa Monica Fire Department

Thomas Guide Page: 671 **Grid:** E3

Location Notes Must contact Aurora Pina (310-458-8935) in advance to secure permission to film at the Pier. All activity within Pacific Park must be approved by Kristin Wasiluk (310-260-8744).

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Summary Information — Location

Permit Number F00160433
Production Company LULAROE LLC & LLR
Insured Company LULAROE LLC & LLR
Production Title VALENTINE'S DAY 2019

Location Manager Katelynn Meaders
Primary Phone Mobile - 951-741-1962
Secondary Phone

No posting of production/directional signs allowed on public property.

Coordinator Note No posting of production/directional signs allowed on public property.

Parking

Base Camp
Location Type : To Be Determined

Crew Parking
Location Type : To Be Determined

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Summary Information — Location

Permit Number F00160433
Production Company LULAROE LLC & LLR
Insured Company LULAROE LLC & LLR
Production Title VALENTINE'S DAY 2019

Location Manager Katelynn Meaders
Primary Phone Mobile - 951-741-1962
Secondary Phone

This location has been CANCELED

Location Address Balboa Fun Zone, Newport Beach, 92661

Location Type Amusement Park

Film Dates 1/14/2020 - 1/14/2020 06:00 - 19:00 1 day

Open or Closed to the Public Open

Equipment on Location

Type	Quantity
Cast/Crew vehicles	15
Vans	2

Personnel on Location

Type	Quantity
Cast	10
Crew	15

Filming Activities Equipment on property; Equipment on sand; Equipment on sidewalk only.; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Parking

Base Camp
Location Type : To Be Determined

Crew Parking
Location Type : To Be Determined

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Hollywood, CA 90028
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Summary Information — Location

Permit Number F00160433
Production Company LULAROE LLC & LLR
Insured Company LULAROE LLC & LLR
Production Title VALENTINE'S DAY 2019

Location Manager Katelynn Meaders
Primary Phone Mobile - 951-741-1962
Secondary Phone

Location Address Newport Beach (Sand Area)., between Newport Beach Pier and Balboa Pier, Newport Beach, CA 92661

Location Type Beach

Film Dates 1/14/2020 - 1/14/2020 14:00 - 19:00 1 day

Open or Closed to the Public Open

Generic Conditions **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Please see attached document Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	10

Personnel on Location

Type	Quantity
Cast	2
Crew	5

Filming Activities Equipment on sand; Handheld equipment; Requesting sand near pier; "proposal" scene; NO WATER ACTIVITY;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Parking
Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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Summary Information — Location

Permit Number F00160433
Production Company LULAROE LLC & LLR
Insured Company LULAROE LLC & LLR
Production Title VALENTINE'S DAY 2019

Location Manager Katelynn Meaders
Primary Phone Mobile - 951-741-1962
Secondary Phone

Location Address 600 E Bay Ave, Newport Beach, CA, 92661

Location Type Entertainment & Shopping district

Film Dates 1/14/2020 - 1/14/2020 06:00 - 19:00 1 day

Open or Closed to the Public Closed

Generic Conditions **THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND THE USE OF DRUGS, INCLUDING MARIJUANA, ON LOCATION BY ANY CAST, CREW, OR INVITED GUESTS IS STRICTLY PROHIBITED.**
*Certain service and personnel fees required by jurisdictional agencies are not collected by FilmL.A. Any such fees must be paid directly to the appropriate agency, and a separate invoice will be provided to the permittee.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No stopping or setting up in front of merchants or residents without prior approval

Please see attached documents
0376_001.pdf
LuLaRoe Location Agreement v.2.0-4.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	15
Vans	2

Personnel on Location

Type	Quantity
Cast	10
Crew	15

Filming Activities Equipment on property; Equipment on sand; Equipment on sidewalk only.; Exterior models against scenery; Exterior motion without sound; Handheld equipment;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Parking

Base Camp
Location Type : Filming Location

Parking Notes
Beach Parking Near Fun-Zone Lot
Pay-as-you-go

Crew Parking
Location Type : Filming Location

NOT A PERMIT

Permit #F00160433

City of
Santa Monica

Office of Pier Management
200 Santa Monica Pier
Santa Monica, California 90401
O: (310) 458 - 8216

Santa Monica Pier Weight Limits and Restrictions

Weight Limits: Municipal Pier, 10 tons (20,000 lbs). Pier parking lot and Pleasure Pier, 3 tons (6,000 lbs) 21461(a) cvc

Vehicle Length: No vehicles over 22 feet in length (with or without trailers) 21461(a) cvc

Vehicles adhering to these guidelines, they may travel onto the Municipal Pier or the event lane on the Pier parking lot, include: Ford E/F 250, Dodge or Chevy 2500, and stake bed or box trucks with a California DMV Declaration of Weight decal of 20 or less. Vehicles with the California DMV Declaration of Weight decal of more than 20 will not be allowed on the pier. (Example of decal below.) GVW and GCW will not be used to determine weight.

It is at the discretion of a Harbor Patrol Officer that any vehicle that looks overloaded or is capable of being overloaded can be sent out to get weighed so that proof can be presented.

NO vehicles may remain parked on Pier roadway or in Pier Deck Parking with the exception of loading or unloading only.

NO vehicles will be allowed to drive beyond Pacific Park at any time.

ALL vehicles must be parked at the yellow curb during loading and unloading allowing full access for emergency vehicles. The number of delivery vehicles allowed on the pier at any one time will be at the discretion of the assigned Harbor Patrol Officer.

NO trailers other than single axles will be allowed in the Pier Deck Parking Lot.
** Towed generator units, must have a weight certificate from an authorized weight station dated 1 hour prior to pier arrival. Weight certificates must be submitted to the assigned Harbor Patrol Officer before being driven on the Pier**

NO Gators, Golf Carts, Scissor Lift, or Fork Lifts are permitted on the Handicap/Pedestrian ramps to gain access to the Santa Monica Pier. Unless otherwise approved in the planning process for onetime up and onetime down. If approved, the South ramp is the only ramp to be used.

NO Scissor Lifts or Fork Lifts will be allowed on the pier without pneumatic tires (air filled) and **Shall Not** weigh more than 6,000 lbs. 5/8 inch (or thicker) OSB or plywood must be used underneath the lift during its entire operation on the wood deck.

NO skid steer forklifts (i.e. Bobcats) will be permitted anywhere on the pier.

NO form of ballast other than water containers shall be used for securing large tents or stages. All containers must be filled in place. Any container or grouping of more than 110 gallons must be placed on 5/8 inch OSB or plywood. Cabling through the deck may be used as an alternative that must be approved in the planning process due to other restrictions.

NOT A PERMIT

City of Santa Monica

Transportation Engineering & Management Division

Post Office Box 2200, Santa Monica, California 90407-2200

NOTICE

To: Applicants for Film Permits in the City of Santa Monica

From: Transportation Engineering & Management Division

Subjects: Directional and Other Signs

Use of Temporary No Parking Signs

Please be advised that the posting of advertising, directional or other types of signs in, or visible from, public rights-of-way is prohibited by Chapter 9.52 of the Santa Monica Municipal Code. Any such signs will be removed and destroyed by City forces. And, you will be charged $59.93 per sign or the actual cost of removal, whichever is greater, for each such sign.

Temporary No Parking signs are available to facilitate your filming activities from the Public Works Permit Counter. You are responsible for the installation and removal of such signs. You will be provided with a sheet of instructions when you pick up the signs. Temporary No Parking signs must be removed immediately after your film shoot is completed. Any Temporary No Parking signs not promptly removed will be removed by City forces. And you will be charged $59.93 per sign or the actual cost of removal, whichever is greater, for each such sign.

In order to avoid such problems, we respectfully request your voluntary compliance.

Should you have questions, please contact the Transportation Engineering & Management Division at (310) 458-8291 or traffic.engineering@smgov.net.

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CONDITIONS FOR USE OF PARKING LOTS FOR FILMINGS, PHOTOSHOOTS, AND BASECAMPS IN THE CITY OF SANTA MONICA

****These conditions only apply to production companies approved to use City-owned lots and do not imply permission to use any City lot****

1. Available Lots:
    a. The ONLY lots available for rental are Beach Lots 4 and 5 South, and Beach Lots 1 North through 8 North. There are no exceptions. Requested parking lot(s) must be clearly stated in the base camp/crew parking portion of your Film LA. permit. Applying for a Film L.A permit does not guarantee use of the parking lots. The City of Santa Monica Parking Department has final authorization regarding use of the parking lots. A parking application must be submitted to the Parking Department in addition to the submittal of the Film L.A permit.

2. Space Availability:
    a. The amount of spaces available for purchase can vary depending on the time of year. As a starting point, no production company may rent out more than half the available spaces of any lot. During certain times of the year (i.e. spring break, summer, any other special events, etc.), additional restrictions will apply regarding space availability, if any.

3. Restrictions:
    a. The production company can only use the spaces that have been purchased and reserved for them.
    b. Parking must be finalized no later than 72 business hours before the production date. There will be no adding of spaces after that time or on the day of filming.
    c. The RESERVED area will be set up the night before by the parking operator, usually at 10pm. There is no guarantee that there will be not be any vehicles already parked in the RESERVED area by the shoot date. It is the production company's responsibility to ensure no other vehicles park in the RESERVED area upon possession of the space. The City merely sells the spaces and sections it off.
    d. At no time can the production company extend the basecamp or deny transient parkers access to the parking lot.

4. Basecamps/Reserved Parking:
    a. Production companies must park all vehicles and materials/equipment within their RESERVED event space. Any vehicles parked outside the event space will need to show proof of payment of the Daily parking rate for that individual vehicle or become subject to citation.

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b. Depending on the size and location of the RESERVED area, production companies may be required to pay for any parking spaces used to divert traffic around the RESERVED area. This is to prevent traffic from driving through the RESERVED area and to keep the traffic flowing smoothly within the lot. These spaces are also procured at the RESERVED rate of 3x the Daily rate.

5. Unreserved Parking:
   a. Production companies may purchase UNRESERVED parking for vehicles they wish to park outside their event space. The UNRESERVED parking is the Daily rate of the lot for that specific date and will allow the parker to stay past sunset.
   b. UNRESERVED parking is for the parking of vehicles ONLY. The production company may not use UNRESERVED parking for setting up any basecamp activities such as tents, chairs, wardrobe, generators, storing of materials, etc.
   c. The purchase of UNRESERVED permits requires the production company to pick up the permits from the City parking office, however, payment is still made directly to Film LA.
   d. The UNRESERVED parking permit must be displayed in the vehicle upon entering the lot and must be displayed in the vehicle at all times. Failure to display the permit is subject to citation. UNRESERVED parking is on a first-come, first-serve basis and does not guarantee a parking space in the lot.

6. Pay-Upon-Entry:
   a. Production companies also have the option to Pay-upon-entry at any City facility. This is only for productions that do not need any basecamp or RESERVED parking.
   b. Paying-upon-entry is for productions that wish to have all their vehicles pay at the cashier booth or pay machine upon entering the lot on the day of production.
   c. Production companies are prohibited from purchasing extra spaces to set up any basecamp activity. Paying-upon-entry is simply parking a vehicle and then leaving the lot.
   d. Production companies may inquire with the City of Santa Monica to confirm which City facilities are available for Pay-upon-entry.

7. Cancellation Policy:
   a. Cancellations for RESERVED parking and UNRESERVED parking must be made more than 48 business hours of production date. Cancellations made within this time period will be honored at no cost to the production company.
   b. Cancellations for RESERVED parking and UNRESERVED parking made within 48 business hours will not be honored. NO refunds will be given.
   c. Cancellations for Pay-upon-entry requires no notification as no parking fees are associated with the Film LA permit.

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

January 14, 2020
LuLaRoe

This Single Event Facilities License Agreement (this "Agreement") is entered into by and between LuLaRoe 1375 Sampson Ave, Corona CA 92879 **(Client)** and Discovery Cube's Ocean Quest, Newport Beach ("DCOQ")

Facility, Event Date & Time:

a) DCOC will license to LuLaRoe a period of up to 9 hours from 9:00am-6:00pm on Tuesday, January 14, 2020 Access for a fashion photoshoot at the Balboa FunZone Rides and Balboa FunZone Ferris Wheel located on the boardwalk at 600 E. Bay Ave, Newport Beach CA 92661. Event areas do not include Exhibit Galleries, offices, or breakroom. Rides and area will be open to the general public.

b) Rental area includes private access to the Ferris Wheel from 3:00pm-4:00pm.

Attendance:

The expected number of guests will be up to 20

Fees: A rental fee of $2,100 due in full day of.

DCOC reserves the right to terminate this agreement for:

a) Failure to pay deposits and fees by due date.
b) Failure to provide insurance required by this Agreement.
c) Change of intended use of the Facilities not approved by DCOC.
d) The Event Facilities are rendered unfit or unavailable for the Event during the period covered by this Agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of DCOC.

If this Agreement is terminated under clause d, above, DCOC shall refund the deposit to Client. If this Agreement is terminated under clause a, b or c, above, the deposit shall be returned less applicable deductions.

Insurance:

Client will obtain general liability insurance in the amount of $1,000,000 per occurrence for the duration of the Event (including for set-up and clean-up) and will submit to DSC with the final payment. An original policy or Certificate of Coverage issued by a licensed agent or representative of the insurer stating Discovery Science Center of Orange County dba: Discover Cube's Ocean Quest as certificate holder or and additional insured shall have no responsibility or liability whatsoever for any property of Client or any of Client's guests or vendors which may be lost, stolen or damaged. Client is also responsible and should secure Auto Liability and Workers' Compensation coverage. Client agrees to pay for the repair and/or replacement of any DSC property which is lost, stolen or damaged as a result of Client's use of the Event

Staffing:

DCOC representatives will be available at all times during the Event to represent the interests of DCOQ and to answer questions about DCOQ and/or this Agreement. DCOQ will not provide personnel for automobile parking, food or beverage service, set-up or clean-up.

Alcohol:

Alcohol is not permitted for this event.

Display Vehicles:

Display vehicles are not permitted for this event.

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Decorations:

All signs, banners, displays, advertising and printed materials for the Event must be approved in advance by DCOQ. DCOQ may supervise and direct the placement, erection or hanging thereof within the Event Facilities. Decorations must be flameproof and free-standing and are subject to the approval of DCOQ Management and Fire Marshal. Absolutely no holes are to be made in walls and no adhesives or tape to be used. Glitter is not permitted. No loose helium balloons and all balloons must be removed at the conclusion of the event. Only flameless candles are permitted.

Legal Issues:

The Event Facilities will be used solely for the purposes stated in paragraph 1 and no other uses are permitted without the prior written consent of DCOQ..

a.) This Agreement is for the sole benefit of the Client and may not be sold, transferred or assigned.

b.) User agrees that it will indemnify, defend and hold harmless DCOQ and its directors, officers, agents, employees, volunteers free and harmless from and against all claims for damage or injury to persons or property arising out of or in any way connected with Client's acts or omissions by Client's officers, employees, agents, vendors, guests or invitees in their use and presence in the Center. Client agrees that it will pay all costs of the Event and will indemnify DCOC and its directors, officers, agents, employees and volunteers against any claim or lien for unpaid costs.

c.) This Agreement grants Client a license only to use the Event Facilities for the purpose and during the times set forth herein. This agreement is not a lease and conveys to Client no right of possession or other interest in the Discovery Cube's Ocean Quest or the Event Facilities.

d.) If legal action is taken by either party in connection with this Agreement, the losing party will pay the court costs and legal fees and expenses of the prevailing party. This Agreement is governed by the laws of the State of California.

DCOQ does not discriminate in the use of the facilities on the basis of race, creed, gender or national origin or any other prohibited basis. DCOQ reserves the right to decline any event which may conflict with interests of DCOQ

DCOQ will license LuLaRoe access and use of space and facilities as listed above at 600 E. Bay Ave, Newport Beach CA 92661 for the following event: Photoshoot.

By signing below client agrees to above terms and conditions listed in the above contract.

Client Signature Katelynn M / Date 1/13/20

Please Print Name Katelynn Meaders / Title 1/13/20

Please Email Signed Contract to:
Colleen D'Aluisio
Director of Operations
Discovery Cube's Ocean Quest
cdaluisio@discoverycube.org

NO PERMIT

LOCATION AGREEMENT

THIS LOCATION AGREEMENT ("Agreement"), effective as of Jan 11th, 2020, 2018 (“Effective Date”), is entered into by and between LuLaRoe, LLC, a California limited liability company ("LuLaRoe"), and the person set forth below as Owner. LuLaRoe and Owner are sometimes herein referred to separately as a "party" and collectively as the "parties."

Location Owner (“Owner”): Patrick Moore, Balboa Fun Zone Rides, inc (Ferris Wheel)

Location Address(“Location”): 600 East Bay Ave. Newport Beach, CA

Project Name(“Project”): Balboa Fun Zone Rides, inc

Shoot Date: Jan 14th, 2020

Shoot Hours: 3PM - 4 PM

Shoot Day Fee(“Shoot Day Fees”): N/A

Shoot Day Overtime Fees : N/A

Deposit: N/A

In consideration of the promises contained herein and elsewhere, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right to Use Location. Owner hereby irrevocably grants LuLaRoe, and its affiliates, the right to enter and remain upon and to use the Location, including all interior and exterior areas, buildings and other structures situated in or at the Location and any other identifying features associated therewith or which appear in, on the Location, during the Shoot Dates, including, but not limited, to the right to take, record, capture, and make any and all pictures, photographs, images, likenesses, videos, films and/or recordings (however made and including, without limitation, the sound of voices as recorded on audio, video or film) at the Location as a part of the Project.

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2. Fees and Deposit. LuLaRoe shall pay Owner the Shoot Day Fee in exchange for the right to use the Location for the Project as set forth herein. The Shoot Day Fee shall be a daily fee based on a 15 hour working day, but may be based on a shorter working day or actual Shoot Hours as agreed upon in writing by the parties. Shoot Days shall commence at 6:00 ~~AM~~ and end at 9:00 PM, unless a shorter working day or actual Shoot Hours are agreed upon in writing by the parties. Shoot Days that exceed 15 hours (regardless of commencement or end times) shall incur Overtime Fees as set forth above. LuLaRoe shall pay the Deposit to Owner prior to shooting. The Owner shall retain the Deposit in a safe and secure account, promptly calculate any asserted expenses or deductions, and return the Deposit, or the undisputed balance of the Deposit, to LuLaRoe within 20 days after the last Shoot Day.

3. Location Release. Owner hereby grants and authorizes LuLaRoe, and its affiliates, the right to edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures, photographs, images, likenesses, videos, films and/or recordings (however made and including, without limitation, the sound of voices as recorded on audio, video or film), taken of or at the Location to be used in and or for business purposes, including, without limitation, promotional materials, newsletters, posters, brochures, advertisements, letters, reports, press kits, films, videos, journalist submissions, email, messages, webcasts, websites, social networking sites, and other print and digital communications, without payment or any consideration other than the Shoot Day Fees and other amounts paid hereunder. This authorization is worldwide and extends to all languages, media, formats and markets now known or hereafter devised. This authorization is irrevocable and shall continue indefinitely.

In conjunction with the foregoing authorization, Owner grants to LuLaRoe an irrevocable and royalty-free license (exclusive of the Shoot Days Fees or any other amounts paid hereunder) to use the name and address of the Location and such pictures, images, photographs, likenesses, videos, films, and all other recordings (however made and including, without limitation, the sound of voices as recorded on audio, video or film) taken or made at the Location, for business purposes in its web, internet, online, print, and digital advertising and promotional materials.

All of the above materials shall become the property of LuLaRoe and will not be provided to Owner. Owner shall have no right to inspect or approve the above materials.

Owner, and its agents and affiliates, hereby hold harmless, discharge, and release LuLaRoe, and its agents and affiliates, from all liability, actions, causes of action, costs, contracts, damages and claims, which Owner, Owner's heirs, representatives, executors, administrators, or any other person may make or assert while acting on behalf of Owner or on behalf of the estate of Owner. Owner further releases and waives all claims for remuneration for such use and waives any right to inspect or approve such materials prior to their use or publication, or otherwise.

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4. Ownership of Location. Owner represents and warrants that Owner is the sole owner of the Location and is authorized to grant LuLaRoe the permission and rights granted in this Agreement, and that the permission of no other party is required. LuLaRoe acknowledges and agrees that Owner shall retain all ownership rights to the Location. No right is granted to LuLaRoe to the ownership of any interior designs, landscape designs or architectural designs or other intellectual property associated with the real or personal property at the Location.

5. Insurance. LuLaRoe will, prior to shooting, obtain and maintain at its own cost and expense, general liability insurance of at least $1,000,000.00 per occurrence, and in the aggregate, for property damage and bodily injury, naming Owner as Additional Insured. A Certificate of Insurance showing all coverage and the Named and Additional Insured(s) shall be provided to Owner prior upon the request of Owner. The deductible under any claim shall be paid by LuLaRoe.

6. Permits. LuLaRoe shall obtain and pay for any and all permits or licenses required by any and all governmental entities or agencies for use of the Location in regard to the Project as set forth herein.

7. Alterations to Location. LuLaRoe may not make permenant changes or alterations to the Location without the prior written consent of Owner. Upon termination of this Agreement, LuLaRoe shall return and restore the Location to its original condition.

8. Utilities. LuLaRoe may make reasonable use of the utilities, including electric, gas, water and sewer, at the Location during the Shoot Dates. LuLaRoe may use the kitchen, if any, and the bathrooms, if any, at the Location during the Shoot Dates. LuLaRoe may use the telephone, if any, at the Location during the Shoot Dates, but only for local calls and shall use reasonable commercial efforts to refrain from using the telephone.

9. Use of Location. LuLaRoe shall exercise courtesy to all neighbors and shall not block driveways or unreasonably impose upon neighbors. Producer shall use reasonable commercial efforts to maintain quiet noise levels at the Location during Shoot Days. LuLaRoe shall not permit the use of alcoholic beverages or illegal substances at the Location while LuLaRoe is in possession of the Location. LuLaRoe shall prior to vacating the Location, remove all trash and debris it may have generated at the Location and return the Location to Owner in the same condition it was in when made available by Owner to LuLaRoe hereunder.

10. Location Defects. Owner shall use reasonable commercial efforts to disclose to LuLaRoe any latent or hidden dangers, risks or defects at the Location.

11. Damages. In the event of any alleged breach of this Agreement or any dispute between Owner and LuLaRoe arising out of this Agreement or LuLaRoe's use of the

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Location, Owner shall be limited to its remedies at law for monetary damages, if any, and in no event shall Owner be entitled to rescind any rights granted to LuLaRoe pursuant to this Agreement, nor shall Owner be permitted to restrain or enjoin the production, distribution, exhibition or exploitation of the Project, or otherwise be entitled to any injunctive or equitable relief.

12. Force Majeure. No party shall be considered to be in default in the performance of any of its obligations under this Agreement upon the occurrence of an unforeseeable event beyond the reasonable control of either party either before or during the Shoot Days, making it impracticable, illegal or impossible to perform. The term "unforeseeable event" includes, but is not limited to, acts of God, failure of or threat of failure of facilities, equipment, mechanical or utilities, flood, earthquake, storm, drought, fire, and other natural catastrophes, war, riot, civil disturbance or disobedience, act of terrorism, strike and action or non-action by, or inability to obtain the necessary authorization or approvals from, any governmental agency or authority, which would directly impact the Project and performance hereunder and which, by the exercise of due diligence, such party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome. If such an unforeseeable event occurs, the affected party may terminate this Agreement upon immediate written notice to the other party. Such notification shall set forth the basis for such termination and shall be provided as soon as reasonably practical after learning of the unforeseeable event. In the event any cancellation by LuLaRoe is due to the foregoing causes, LuLaRoe shall have no liability for payment of any cancellation charges, fees or costs and shall receive a full refund of all amounts paid to Owner, including but not limited to deposits, if the unforeseeable cause occurs prior to the Shoot Days. On the other hand, if a cancellation by LuLaRoe should occur during the Shoot Days, LuLaRoe shall be entitled to a pro rata refund of the Shoot Day Fees and other charges paid or which LuLaRoe may otherwise be obligated to pay to Owner hereunder. In the event of a change in weather condition on a scheduled Shoot Day which is not a natural catastrophe or force majeure as set forth above, but precludes use of the Location by LuLaRoe, the parties shall use reasonable commercial efforts to reschedule the Shoot Day to the next mutually available date. The parties shall use reasonable commercial efforts to cause the rescheduled Shoot Day to take place within 90 days following of the originally scheduled Shoot Day.

13. Expenses. Except as may be otherwise expressly set forth herein, each party shall pay their own costs and expenses incurred or to be incurred by them in regard to this Agreement.

14. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing.

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15. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the LuLaRoe and Owner, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to the LuLaRoe or Owner, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over or against the LuLaRoe or Owner, except as set forth herein.

16. Assignment. This Agreement is personal in nature and may not be assigned by any party without the prior written consent of all parties. To the extent any assignment may be made hereunder, this Agreement and such assignment shall be binding on, and shall inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

17. Severability. Should any provision or portion of this Agreement be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such unenforceability or invalidity.

18. Recovery of Litigation Costs. If any legal action, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement by any party, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover as an element of its damages reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

19. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

20. Waiver of Jury Trial. To the fullest extent allowed by Law, the parties waive jury trial hereunder.

21. Time. Time is of the essence of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the state of California without reference to or application of choice of law or conflict of law rules. Venue in any action hereunder shall lie exclusively in both the county in which the Location is situated and Riverside County, California.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective on the Effective Date first written above.

LuLaRoe:

LuLaRoe, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Owner(Signature): _____

Name: James Patrick Moore

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NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

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- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

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